

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Education ("Grantor") and the Grantee. Grantee will use the financial assistance to undertake and complete a project (the "Eligible Grant Project") under the Consolidated Continuous Improvement Program (the "CCIP"). The Community Connectors Grant Information (the "Grant Information") is attached as an exhibit to this Agreement. In the event of a conflict between the Agreement and the Grant Information, the Agreement shall prevail and control.

1. Eligible Grant Project Funding.

1. (a) State Grant. Grantor hereby grants to Grantee, funds in an amount those requested and approved for in the Grant Application in CCIP (the "Grant Funds").

1. (b) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Eligible Grant Project as described in the Grant Application. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project.

2. Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints. If at any time Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice.

3. Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice of such reduction, Grantor shall increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase.

4. Payment and Accounting of Grant Funds

4. (a) Payment of Grant Funds.

4. (a) (i) Project Cash Requests. Grant Funds shall be disbursed to Grantee on a reimbursement basis. Grantor shall be the sole evaluator of the adequacy of invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantor shall require Grantee to submit to Grantor such documentation as necessary to substantiate a project cash request. In the event of a complete or partial denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the denial and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

4. (a) (ii) Restrictions on Use of Grant Funds. Grant Funds shall only be disbursed to Grantee for expenditures as described above. In addition to the disbursement of Grant Funds described above, up to five (5) percent of the Grant Funds may be disbursed to Grantor for administrative costs.

4. (b) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-01, are incurred by Grantee, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed for expenses whether purchased by the Grantee or Grantor or their respective employees or agents.

4. (c) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from a budget line item more than ten percent (10%) of the approved line item amount. Reallocation of less than ten percent (10%) to or from a line item requires no budget amendment and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires a budget amendment.

5. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall not be required to award Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Grant Application. If a project is not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds completed in accordance with the Grant Agreement by June 30, 2017 (as such date is affirmatively abandoned by Grantor) within 30 days after the Project Completion Date or abandonment has occurred.

6. Repayment of Grant Funds.

6. (a) Non-Completion of Eligible Grant Project. If the Eligible Grant Project is not completed during the Term of the Agreement, all or a portion of Grant Funds disbursed to Grantee as Grantor determines. Grantee shall pay this amount to the Grantor.

6. (b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further, the Grantor shall not be obligated to reimburse the Grantee for any overages.

7. Agreement Deadlines and Term.

7. (a) Term of Agreement. This Agreement shall be in effect from the Effective Date through June 30, 2017 as the "Term"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date.

7. (b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Grant Project by June 30, 2017, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor to extend the Term.

8. Non-Discrimination.

8. (a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion of the Eligible Grant Project and any contiguous Ohio counties.

8. (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the project. Grantee shall require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9. Project Manager. Grantee hereby designates the officer or employee of Grantee identified in the Grant Application as the person designated to serve as Project Manager.

10. Securing Contractor(s).

10. (a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project. Grantee or any Consortium Member(s) as identified in the Grant Application, or under the direct supervision of the Project Manager, shall select and hire all contractors under this Agreement, including any applicable procurement processes.

10. (b) Binding Provisions. Where performance of eligible activities of the Eligible Grant Project are carried out by a Consortium Member(s) and/or contractor. Notwithstanding any delegation of authority, all Consortium Member(s) and/or contractor shall be bound by the terms and conditions of this Agreement with requirements of the Agreement.

11. Reporting.

11. (a) Compliance Reports. Grantee shall provide a Compliance Report to the Grantor at three dates during the Term of the Agreement to the questions made available in the compliance system maintained by the Grantor, including details on progress and completion of the following:

11. (a) (i) The total number of participating students;

11. (a) (ii) The total number of participating mentors;

11. (a) (iii) The total number of contact hours;

11. (a) (iv) Budget and match reporting details; and

11. (a) (v) The total number of hours spent training mentors.

Additionally, at any time during the Term of the Agreement, Grantor may request an updated Compliance Report, which shall be provided to the Grantor within 30 days of the request.

11. (b) Final Expenditure Report. Within 90 days after the Eligible Grant Project is completed, whether on or before the end of the Term of the Agreement, Grantee shall submit a "Final Expenditure Report" in the form prescribed by the Grantor.

12. Records Maintenance and Access.

12. (a) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Project Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance, maintain such records as may be relevant to such matter until it is finally resolved.

12. (b) **Inspection and Copying.** At any time during normal business hours and upon not less than 24 hours prior to inspection, Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Consortium Member(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, and make copies of, such books and records, and shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from the Consortium Member(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of the Consortium Member(s) for public inspection. This inspection right does not require Grantee or any Consortium Member(s) to waive any protection of confidential information.

13. **Adherence to State and Federal Laws and Regulations.**

13. (a) **General.** Grantee and any Consortium Member(s) shall comply with all applicable federal, State, and local laws, rules, regulations, and the operation of the Eligible Grant Project as long as Grantee has any obligation to Grantor under this Agreement, including but not limited to, compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any other applicable laws, rules, regulations, and the operation of the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building codes.

13. (b) **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio Revised Code sections 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, rules, regulations, and the operation of the Eligible Grant Project, and the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds.

13. (c) **Conflict of Interest.** No personnel of Grantee, any Consortium Member(s) or contractor of Grantee, and no person who has completed or will complete work under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who is or was a personnel of Grantee, any Consortium Member(s) or contractor of Grantee, shall, if such person voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action, disclosed, his or her participation in any such action would not be contrary to the public interest.

13. (d) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State, or (2) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State, or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13(d), or if Grantee is aware of any Consortium Member(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor any such liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on the performance of the Agreement or of the Consortium Member(s) under any related agreement. This section is not intended to require a protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined by a court of law.

16. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be deemed to have been complied with, and until such time as all funds have been made available and are forthcoming from the State of Ohio.

17. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to be given by delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice.

If to Grantor: Ohio Department of Education, 25 South Front Street, Columbus, Ohio 43215-4176, Attn: Community Development
With a copy to Chief Legal Counsel, ODE

If to Grantee: To the Project Manager, and Address as set forth in OEDS

18. Miscellaneous.

18. (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters in dispute.

18. (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee waives the right to bring such action or proceeding in any other court, and that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of either party to bring such action or proceeding in any court of competent jurisdiction. Nothing in this Agreement shall limit the right of either party to bring such action or proceeding in any court of competent jurisdiction. Nothing in this Agreement shall limit the right of either party to bring such action or proceeding in any court of competent jurisdiction.

18. (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, shall constitute the entire agreement, understanding or representation between the parties or any of their respective officers, agents or representatives, and shall not be modified, amended or modified in any way by any oral or written agreement, understanding or representation between the parties or any of their respective officers, agents or representatives, or modify any of the terms or conditions of this Agreement.

18. (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to give effect to the intent of the parties. If any provision of this Agreement is held to be invalid, void or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions of this Agreement.

18. (e) Amendments. Either party may at any time during the term of this Agreement request amendments or modifications to the Agreement, and the justification for each change. The parties shall review the request for amendment taking into consideration the Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments shall include the proposed change(s).

18. (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement or applicable law shall constitute a waiver of any right or obligation of either party under this Agreement or applicable law.

18. (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any gender pronoun shall be deemed to include the other gender, and the use of any gender pronoun shall be deemed to include the other gender.

18. (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be construed to limit or expand the scope of the provisions of this Agreement.

18. (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned, in whole or in part, to any third party without the prior written consent of the Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

18. (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and shall be enforceable against the parties and their respective successors and permitted assigns.

18. (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and shall benefit the parties and their respective successors and permitted assigns.

18. (l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authorized representative, has the authority to execute and deliver this Agreement and to bind the Grantee to the terms and conditions of this Agreement.

18. (m) Counterpart. This Agreement may be executed in one or more counterparts including signing a facsimile or electronic copy of this Agreement, and all such counterparts shall together constitute one and the same instrument.